

Town of Newmarket
Matthew Angell

Interim Finance Director

Town Hall
186 Main Street
Newmarket, NH 03857



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Request for Proposal #17-0006

HVAC Services

You are cordially invited to submit a Bid for HVAC Services in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One copy of the Proposal must be submitted in a sealed envelope, plainly marked:

BID #17-0006 – HVAC Services

Finance Office
Town of Newmarket
186 Main Street
Newmarket, NH 03857

All proposals/bids must be received by July 12th at 2:00 pm EST

Matthew Angell,
Interim Finance Director

Town of Newmarket
Request for Bid – HVAC Services
Number – 17-0006

1. Introduction

The Town of Newmarket, New Hampshire is requesting pricing information for the purchase of HVAC Services to be administered to the Town of Newmarket for two heating seasons ending June 30, 2018. Please note that the Library reserves the right to reject any or all proposals and select a vendor of their sole choosing.

2. General Requirements

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

No late, telephone, e-mail, or facsimile proposals will be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Newmarket reserves the right to select or reject any vendor that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the select process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement information shall be a governmental record to the extent provided in NH RSA 91-A:4 and 5 and shall be available to the public. Proprietary information shall be considered a governmental record.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations.

The Town of Newmarket reserves the right to accept and/or reject any or all proposals; to award the proposal to other than the low bidder if deemed most advantageous to the Town and to waive defects and informalities in proposals.

It is the intent of the Town to take the results of this bid and, after careful review and analysis of the prices and any possible options being offered, present the facts to the Town Council on the July 20th meeting and obtain approval on August 3th, assuming the Town Council does not take a summer recess.

Insurance

The successful vendor will be required to submit a certificate of insurance showing minimum liability limits of \$1,000,000, types of liability coverage, and workers compensation participation. Thirty day notice is required for cancellation of policy and Town of Newmarket shall be listed as additional insured.

Commitments

Provide a description of the vendor's overall capability, resources, and assurance that it can meet its commitment to successfully complete deliveries.

Compliance With Laws

The successful bidder warrants and promises that it will comply with all state and federal requirements for the transportation, storage, and handling of fuels provided under this bid.

Questions

Questions should be directed Rick Malasky, Director of Public Works at (603) 659-3093 or rmalasky@NewmarketNH.gov.

3. Project Requirements

a. Responsibilities

- i. The contractor shall furnish all labor, tools, specialized equipment, materials, supplies, supervision and transportation to perform HVAC maintenance and repair services as specifically outlined in this section.
- ii. The Director of Public Works or appointed representative shall inspect work performed by the contractor on a regular basis. In the event of work performance deficiencies, the Director of Public Works shall notify the contractor. Notification may be verbal or written. The contractor will rectify the deficiency within 24 hours.
- iii. The contractor shall establish a semi-annual (spring and fall) maintenance schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the Town and contractor. The contractor or his/her employees shall not remove or consume any property belonging to the Town of Newmarket or its employees. This includes any articles that may be deposited for disposal in trash receptacles.
- iv. The contractor and his/her employees may not use Town of Newmarket property, including telephones, for personal use unless given permission by an authorized Town representative.
- v. Smoking shall not be permitted in any Town of Newmarket buildings or grounds.
- vi. The contractor shall report any damage or potential hazard involving municipal property immediately to the Director of Public Works during normal business hours.
- vii. Incidents, altercations or accidents involving building visitors, contractor's employees or Town of Newmarket employees shall be reported to the Director of Public Works in a timely manner. The Director of Public Works, at his/her discretion, may require a written report from the contractor describing the incident or accident.

b. Equipment and Supplies

- i. The contractor shall furnish all tools, materials, supplies, vehicles, and equipment to perform HVAC maintenance services. The contractor is not

permitted to use any Town-owned tools, materials, supplies, vehicles and equipment.

c. Waste/Materials Disposal

- i. The contractor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon Town of Newmarket property or any property contiguous thereto.
- ii. The contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions that he/she performs. The contractor holds the Town of Newmarket faultless and free from liability for any and all damages and costs incurred as a result of the contractor's actions.
- iii. It shall be the responsibility of the contractor to pay all fees and costs incurred in the disposal of waste materials.

d. Semi-Annual Preventative Maintenance shall include the following items listed below. At the conclusion of each season's work, provide a written report to the Director of Public Works, including any areas of concerns.

i. Spring Air Conditioning:

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change
- Check belt condition, tightness and alignment and change one time per year
- Check refrigerant charges
- Clean condenser coil
- Clean evaporator coil
- Lubricate condenser, evaporator, compressor, and pump motors (oil/grease bearings)
- Clean fan blades and check for balance and alignment
- Inspect and tighten all electrical connections
- Start air conditioner and check voltage
- Start air conditioner and check amperage
- Clear all condensate drains and drain pans
- Test safety controls and thermostats
- Inspect start run capacitors and relay
- Check vibration and noise levels
- Inspect doors for alignment and sealing
- Check moisture indicator
- Inspect for and repair bent fins on heat exchangers
- Check tubing for vibration and distortion
- Inspect and calibrate damper linkages and motors
- Check economizer for proper operation
- Check megohmmeter reading of compressor when needed

ii. Fall Heat:

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change

- Check belt condition, tightness, and alignment and adjust as needed
- Inspect heat exchangers for cracks
- Clean burners and burner tubes
- Check thermocouples
- Verify fan switch operation
- Inspect pilot flame and adjust
- Test burner safety controls
- Inspect gas lines and shut-off
- Check combustion air inlets
- Clean flue pipes
- Calibrate thermostats
- Check fusible links and limit disc.
- Calibrate fuel/air ratio
- Test all limit switches
- Lubricate induced draft motor
- Check outdoor air thermostats and economizer operation
- Measure for proper TD across heat exchangers
- Verify proper gas pressure if applicable
- Check crankcase heater for proper operation
- Inspect and tighten all electrical connections

e. Locations and Equipment List:

Town Hall:

Trane Central Air Conditioner – Model: TTR036C100A0
 Trane Central Air Conditioner – Model: TTA030C300A0
 Trane Central Air Conditioner – Model: TTA048C300A0
 Trane Central Air Conditioner – Model: TTR036C100A0
 Carrier Central Air Conditioner – Model: 38 TKB048350
 Mitsubishi electric split system – Model: MXZ-5C42NA
 Wall units – Model: MSZ-GE24NA
 (2) Weil McLane Oil Fired Boilers – Model: 576

Community Center:

Trane Central Air Conditioner – Model: 2TTB3060A1000CA
 Trane Central Air Conditioner – Model: TTR060D100A0
 Trane Central Air Conditioner – Model: TTR048D100A1
 Sterling Gas-Fired Furnace – Model QVED-350
 Sterling Gas-Fired Furnace – Model QVED-400
 Reznor Duct Furnace – Model: HXE1258SE

Police Department

Sanyo Ductless Split System AC – Model: CL1872
Panasonic Air Conditioner – Model: CU-E24NKUA
Sanyo Ductless Split System Heat Pump – Model: CH1251
Bryant Central AC w/Gas Furnace – Model: 561CJ024D
(2)Trane Central AC w/Gas Furnace – Modle: TTR06C100A2

Sunrise Sr. Center

Bard AC w/Gas Furnace – Model: 30UACSA
Mr. Slim evaporating unit – Model: MSY-D30NA

Public Works/ Fire Rescue Facility:

Modine Gas Duct Furnace/MUA – Model:HDG500TMRLP4D3GS1HP00
(4)Bryant Gas Heating/Elec. Cooling Unit – Model: 580F035-150
(6)Modine Gas unit Heater – Model: PV250AE0185

Library:

(4) Trane Central Air Conditioner – Model: 4TTR4060L1000AA
ASME Boiler & Pressure vessel – LC-07 (Currently being replaced)

4. Selection

Vendor selection shall be based on possession of necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed of required time of completion or performance, and possession of a satisfactory record of performance as well as costs.

PROPOSAL FORM

HVAC Services

To the Town of Newmarket, New Hampshire, herein called the Owner.

The Undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The Bidder has carefully read and examined the Bid Documents and other Contract Documents and knows and understands the terms and provisions thereof.
5. This Bidder understands that the Bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the Bidder will take in full payment for following item prices as set forth below.

The contractor must bid on all of the following items. (Hourly rates are to be total cost).

Town Hall:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Community Center:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Police Station:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Public Works/Fire & Rescue Facility:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Library:

Bid Price in Figures: \$ _____

Bid Price in Words: _____

Rates for labor and materials not covered in the annual maintenance agreement:

1. Technician \$_____/Hour
2. Helper \$_____/Hour
3. Materials Mark-up (Expressed as a percent over cost)
_____%

OTHER QUESTIONS

- How many years have you been engaged in the HVAC business under your present name? _____
- Have you failed within the last seven years to complete any work awarded to you? _____. If yes, where and why? (attach explanation)
- Have you defaulted on a contract within the last seven years? _____. If yes, where and why? (attach explanation)
- Have you ever failed to complete a project in the time allotment according to the Contract Documents? _____. If yes, where and why? (attach explanation)

REFERENCES

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. _____
2. _____
3. _____

CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

Contact information:

Official Entity Name		Warranty/Guarantee	
Address		FOB Information	
City, State, Zip		Availability	

E-mail Address		State of Incorporation	
Telephone Number		Price holds for	
Fax Number			

Suspension and Debarment Certificate:

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

The Town reserves the right to request Bidder's last Financial Statements. Certified audited statements, if available, prepared by an independent Certified Public Accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Internal statements may be used only if audited financial statements were not prepared.

Signature

Date

Title

BID PROTESTS

1. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the time for the opening of bids on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal. In that event, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
2. If a satisfactory resolution of the protest is not achieved by submitting a compliant with the Finance Director, the person submitting the protest shall submit a written appeal to the Town Administrator within three (3) calendar days of a decision by the Finance Director.
3. Purchasing procedures shall be stayed pending a decision of the Town Administrator unless the Town Administrator decides that the award of a contract is necessary to protect substantial interest of the Town.

BID, RFP, AND QUOTE TERMS AND CONDITIONS

1. **BID ACCEPTANCE AND REJECTIONS:** The Town of Newmarket reserves the right to accept any bid, and to reject any or all bids; to award the bid to other than the low bidder if deemed "bid most advantageous to the Town;" to accept the bid on one or more items of a proposal, on all items of a proposal or any combination of items of a proposal and to waive any defects in bids.
2. **FINAL BID PRICE:** Terms and FOB point are always part of the bid. FOB point is always to be Newmarket, New Hampshire unless otherwise indicated by the bidder. It is the bidder's responsibility to so designate an FOB point other than Newmarket. If the bidder has any special payments or delivery clauses which could effect the final delivery price of an item up for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the seller will be solely responsible for any increased prices due to any circumstances.
3. **LATE PROPOSALS/BIDS:** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
4. **PAYMENT TERMS:** It is the customer of the Town of Newmarket to pay its bills within 20 – 30 working days following delivery of, and receipt for, all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.
5. **BRAND NAMES:** When the item is offered of a brand that is not known for use and/or reputation and financial stability is not well and favorably known to these officials, bids on such unknown brand may be rejected because of this lack of knowledge alone. Prospective bidders with such unknown brand should give information concerning it to the Finance Director so that it may be checked into for bids for the coming year. The bidder will state in the proposal the brand name and any guarantees of the proposed materials. The brand name is to be for the material that meets all specifications.
6. **SUBCONTRACTORS:** Where a project involves utilizing subcontractors, and the project is completed satisfactorily, the Town of Newmarket reserves the right to request proof of payment to subcontractors by the general contractor prior to making final payment to the general contractor.
7. **PROPER DOCUMENTATION:** Any respondent to a bid request should sign off on and return to the Finance Department the original Bid Documentation Package which explains the scope of the bid request. Said signature, in the spaces provided, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
8. **INDEMNIFICATION:** The Bidder will indemnify the Town against all suits, claims, judgments, awards, loss, cost, or expense (including without limitation to attorneys' fees) arising in any way out of the Bidder's performance or non-performance of its obligations under this contract. Bidder will defend all such actions with counsel satisfactory to the Town at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the Town in such action.

9. BID RESULTS: The Finance Office will not respond to phone inquiries for Bid Results, other than to identify the apparent low bidder and its total bid price quotation. Individuals or company representatives may secure a comprehensive bid analysis of a particular bid request by either attending a bid opening (which is open to all interested parties); by coming to Town Hall after a bid opening and asking to look through the file.